IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA, *EX REL.* ROGER KHOURY and SABAWOON SALIM CONSTRUCTION COMPANY,

PLAINTIFFS,

vs.

ENVIRONMENTAL CHEMICAL CORPORATION,
ECC INTERNATIONAL LLC, ECC CENTCOM CONSTRUCTORS LCC,
MANJIV VOHRA,
PAUL SABARWAHL, AND GLENN SWEATT

DEFENDANTS.

Civil Action No. 1:17cv514-LMB/JFA

FILED *IN CAMERA* AND UNDER SEAL PURSUANT TO 31 U.S.C. § 3730(b)(2)

APR 27 2017
CLERK, U.S. DISTRICT COURT
ALEXANDRIA, VIRGINIA

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QUI TAM COMPLAINT

The United States of America *ex rel.* Roger Khoury ("Khoury") and Sabawoon Salim Construction Company ("SSCC") (collectively, "Relators"), file this *Qui Tam* Complaint against Defendants.

PARTIES, JURISDICTION, AND VENUE

1. Relator Khoury is a citizen of Lebanon and resident of Afghanistan, over eighteen (18) years of age, not under any legal or other disability, an employee of Relator SSCC and the original source of the allegations made herein, which he bases on his personal knowledge, industry expertise, investigation and analysis.

2. Relator SSCC is a corporation duly organized and existing under the laws of the nation of Afghanistan, with its principal office in the City of Kabul, Afghanistan. It is the

original source of the allegations made herein, which it bases on the personal knowledge, industry expertise, investigation and analysis of its officers and employees.

3. Environmental Chemical Corporation ("ECC") is a Kentucky corporation with its headquarters and principal place of business located at 1240 Bayshore Highway, Burlingame, California 94010-1805. ECC is registered to do business in Virginia and its registered agent for service of process is Gary Regenhardt Goldstein Wade, PC, 8500 Leesburg Pike, Suite 400, Vienna, Virginia 22182, within the Eastern District of Virginia. ECC transacts business in this federal judicial district.

4. ECC International, LLC ("ECCI") is a limited liability company that was organized in Delaware. At all times relevant to this claim, ECCI maintained its principal office in Virginia Beach, Virginia, within the Eastern District of Virginia. ECCI is a single member LLC. ECC owns, controls, and is the only member and owner of ECCI. Upon information and belief, ECCI transacts business in this federal judicial district.

5. ECC Centcom Constructors, LLC ("ECC-C") is a limited liability company that was organized in Delaware. At all times relevant to this claim, ECC-C maintained its principal office in Virginia Beach, Virginia, within the Eastern District of Virginia. ECC-C is a single member LLC. ECC owns, controls, and is the only member and owner of ECC-C. ECC-C transacts or transacted business in this federal judicial district.

6. Manjiv Vohra ("Vohra") is President, CEO, and Board Member of ECC.

7. Paul Sabharwal ("Sabharwal") is the Founder/Chairman of ECC.

8. Vohra is a manager of both ECCI and ECC-C.

9. Glenn Sweatt was, at all relevant times, the chief legal counsel of ECC, ECCI, and ECC-C. Sweatt was also a manager of both ECCI and ECC-C.

10. The Army Corps of Engineers ("ACE"), which awarded the contracts at issue, is a component of the U.S. Department of Defense, which is headquartered in Arlington, Virginia, within the Eastern District of Virginia.

11. ACE reviewed and oversaw Defendants' certified requests for reimbursement submitted through the System for Award Management ("SAM"), the U.S. government's unitary e-procurement system.

12. This Court has original federal question jurisdiction over the claims asserted herein pursuant to 28 U.S.C. § 1331 and 31 U.S.C. § 3730(b).

13. Venue is proper in the Eastern District of Virginia pursuant to 31 U.S.C. § 3732(a) because at least one of the Defendants can be found, resides, and transacts business in this federal judicial district, and at least one action proscribed by 31 U.S.C. § 3729 occurred in this federal judicial district.

THE CONTRACTS

14. At all relevant times, ECCI and ECC-C operated as contractors for ACE.

15. Prior to March 2013, both ECCI and ECC-C entered into contracts with ACE.

16. In ACE contract number W912ER-11-D-0010 DM01, ECCI agreed to accomplish the "Camp Commando, Phase 3" project, which involved the demolition and construction of barracks for officers.

17. As a condition for payment, ECCI was legally obligated to certify to ACE in writing, among other things, that it had paid all of its subcontractors in full. The written certifications were made on a form titled "Prompt Payment Certificate And Supporting Data For Contractor Payment Invoice" (hereinafter "Payment Certificate(s)"). *See*, *e.g.*, Ex 1.

18. In ACE contract number W912ER-11-D-0010 0004, ECC-C contracted with ACE to accomplish the ANA Depot 0 Warehouse project, which involved the construction of a warehouse.

19. As a condition for payment, ECC-C was legally obligated to certify to ACE in writing, among other things, that it had paid all of its subcontractors in full. The written certifications were made on Payment Certificates. *See, e.g.*, Ex. 29.

20. On March 20, 2013, SSCC entered into a subcontract with ECCI (subcontract number 4620.DMI). For this subcontract, SSCC was obligated to provide all material, labor, facilities, and equipment needed to complete the Camp Commando, Phase 3 project.

21. On March 20, 2013, SSCC entered into a separate subcontract with ECC-C (subcontract number 4620.004). For this subcontract, SSCC was obligated to provide the material, labor, facilities, and equipment necessary on the construction of the Depot 0 Warehouse project.

22. SSCC began work on the Camp Commando, Phase 3 project on April 21, 2013.

23. SSCC began work on the Depot 0 Warehouse project on July 2, 2013.

DEFENDANTS' FALSE CLAIMS TO THE ARMY CORP OF ENGINEERS

24. In order to procure payment from ACE, Defendants intentionally made false claims.

25. The false claims were made in Payment Certificates to the Contracting Officer for ACE and induced the Contracting Officer to approve payment of ECCI and ECC-C's invoices.

26. ECCI and ECC-C, through its employees, agents, and project managers, including Christopher D. Hobbins ("Hobbins"), Michael P. Sousa ("Sousa"), and Dennis L. Jasinski

("Jasinski"), submitted claims, which they either knew or should have known were false, or were deliberately ignorant to, or in reckless disregard of, the falsity of the claims.

27. The Payment Certificates are attached and state, in pertinent part:

> I hereby certify, to the best of my knowledge and belief, that:
>
> (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
>
> (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payments covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States, Code; and
>
> (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
>
> (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

CAUSE OF ACTION

[Violation of the False Claims Act – 31 U.S.C. § 3729(a)(1)(G)]

28. The preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

29. Relators Khoury and SSCC are the original source of information regarding Defendants' violations of the False Claims Act and have direct and independent knowledge of the information on which the allegations herein are based.

30. At all relevant times, Defendants either knew or should have known (because they acted in deliberate ignorance, or with reckless disregard for the falsity of the claims they made to ACE) that they were making false claims to ACE regarding payments made to SSCC.

31. As a result of these materially false submissions, Defendants caused ACE to improperly pay Defendants in excess of $4,500,000.

32. ECCI and ECC-C made the following 149 false claims during the period beginning May 15, 2013 and ending September 18, 2014.

ECCI Made Three False Claims on May 15, 2013

33. On May 15, 2013, ECCI made three false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $377,227.[1] *See* Ex. 1 (highlighting false claims).

34. The first false claim was that ECCI had received an invoice from SSCC for $153,600. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

35. In fact, SSCC never sent an invoice for $153,600 to ECCI. SSCC did not send its first invoice to ECCI until June 22, 2013, over a month after ECCI made this false claim.

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[1] All amounts are rounded to the nearest dollar. The precise amounts are contained in the Exhibits to the Complaint.

36. The second false claim made by ECCI is that it had received invoices totaling $153,600 from SSCC. In fact, SSCC had not sent any invoices to ECCI by the date of Exhibit 1, which is the May 15, 2013 Payment Certificate.

37. ECCI overstated the amount it had been billed by $153,600.

38. The third false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code."

39. In fact, ECCI had no intent to make timely payment to SSCC.

40. ECCI never made a timely payment to SSCC.

41. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over 2 years late.

ECCI Made Four False Claims June 17, 2013

42. On June 17, 2013, ECCI made four false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $583,386. *See* Ex. 2 (highlighting false claims).

43. The first false claim was that ECCI had received an invoice from SSCC for $204,162. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

44. In fact, SSCC never sent an invoice for $204,162 to ECCI. SSCC did not send its first invoice to ECCI until June 22, 2013, five days after ECCI made this false claim.

45. The second false claim made by ECCI was that it had received invoices totaling $357,762 from SSCC. *See supra* ¶¶ 34, 43.

46. In fact, SSCC had not sent any invoices to ECCI by the date of Exhibit 2, which is the June 17, 2013 Payment Certificate.

47. ECCI overstated the amount it had been billed by $204,162 in this Payment Certificate period and cumulatively overstated the amount it had been billed by $357,762. *See supra* ¶¶ 44-45.

48. The third false claim was that ECCI had paid SSCC $153,600. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 2.

49. In fact, ECCI had not paid SSCC anything.

50. The fourth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

51. In fact, ECCI had no intent to make timely payment to SSCC.

52. ECCI never made a timely payment to SSCC.

53. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on July 18, 2013

54. On July 18, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $286,288. *See* Ex. 3 (highlighting false claims).

55. The first false claim was that ECCI had received an invoice from SSCC for $166,083. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

56. In fact, SSCC never sent an invoice to ECCI for $166,083.

57. ECCI understated the amount it had been billed by $173,553 in this Payment Certificate period.

58. The second false claim made by ECCI was that it had received invoices totaling $523,845 from SSCC. *See supra* ¶¶ 34, 43, 55.

59. In fact, SSCC had sent invoices totaling $488,970 to ECCI by the date of the July 18, 2013 Payment Certificate, which is Exhibit 3.

60. ECCI cumulatively overstated the amount it had been billed by $34,875. *See supra* ¶¶ 58-59.

61. The third false claim was that ECCI had paid SSCC $357,762. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 3.

62. In fact, ECCI had not paid SSCC anything.

63. The fourth false claim was that ECCI had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

64. In fact, ECCI had deducted $488,970 from SSCC's earnings in total to date.

65. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See* Ex. 3.

66. In fact, ECCI had no intent to make timely payment to SSCC.

67. ECCI never made a timely payment to SSCC.

68. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on August 19, 2013

69. On August 19, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $358,666. *See* Ex. 5 (highlighting false claims).

70. The first false claim was that ECCI had received an invoice from SSCC for $149,339. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

71. In fact, SSCC never sent an invoice to ECCI for $149,339.

72. ECCI overstated the amount it had been billed by $149,339 in this Payment Certificate period.

73. The second false claim made by ECCI was that it had received invoices totaling $673,184 from SSCC. *See supra* ¶¶ 34, 43, 55, 70.

74. In fact, SSCC had only sent invoices totaling $585,917 to ECCI by the date of the August 19, 2013 Payment Certificate, which is Exhibit 4.

75. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4); and

b. $246,281 on July 11, 2013 (*See* Ex. 6).

76. ECCI cumulatively overstated the amount it had been billed by $87,267. *See supra* ¶¶ 73-74.

77. The third false claim was that ECCI had paid SSCC $523,845. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 5.

78. In fact, ECCI had not paid SSCC anything.

79. The fourth false claim was that ECCI had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

80. In fact, ECCI had deducted $585,917 from SSCC's earnings in total to date. *See supra* ¶¶ 74, 78.

81. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See* Ex. 5.

82. In fact, ECCI had no intent to make timely payment to SSCC.

83. ECCI never made a timely payment to SSCC.

84. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on September 9, 2013

85. On September 9, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $627,277. *See* Ex. 7 (highlighting false claims).

86. The first false claim was that ECCI had received an invoice from SSCC for $250,785. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

87. In fact, SSCC never sent an invoice to ECCI for $250,785.

88. The second false claim made by ECCI was that it had received invoices totaling $923,969 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86.

89. In fact, SSCC had only sent invoices totaling $585,917 to ECCI by the date of the September 9, 2013 Payment Certificate, which is Exhibit 7.

90. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4); and

b. $246,281 on July 11, 2013 (*See* Ex. 6).

91. ECCI cumulatively overstated the amount it had been billed by $338,052. *See supra* ¶¶ 88-89.

92. The third false claim was that ECCI had paid SSCC $673,184. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 7.

93. In fact, ECCI had not paid SSCC anything.

94. The fourth false claim was that ECCI had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

95. In fact, ECCI had deducted $585,917 from SSCC's earnings in total to date. *See supra* ¶ 89.

96. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See* Ex. 7.

97. In fact, ECCI had no intent to make timely payment to SSCC.

98. ECCI never made a timely payment to SSCC.

99. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on October 14, 2013

100. On October 14, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $608,224. *See* Ex. 8 (highlighting false claims).

101. The first false claim was that ECCI had received an invoice from SSCC for $241,020. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

102. In fact, SSCC never sent an invoice to ECCI for $241,020.

103. The second false claim made by ECCI was that it had received invoices totaling $1,164,989 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101.

104. In fact, SSCC had sent invoices totaling $967,167 to ECCI by the date of the October 14, 2013 Payment Certificate, which is Exhibit 8.

105. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9); and

d. $145,747 on September 17, 2013 (*See* Ex. 10).

106. ECCI cumulatively understated the amount it had been billed by $197,822.

107. The third false claim was that ECCI had paid SSCC $923,969. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 8.

108. In fact, ECCI had only paid SSCC $436,730 as of the date of the Payment Certificate.

109. The fourth false claim was that ECCI had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

110. In fact, ECCI had deducted $530,437 from SSCC's earnings in total to date.

111. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

112. In fact, ECCI had no intent to make timely payment to SSCC.

113. ECCI never made a timely payment to SSCC.

114. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on November 11, 2013

115. On November 11, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $900,244. *See* Ex. 11 (highlighting false claims).

116. The first false claim was that ECCI had received an invoice from SSCC for $305,765. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

117. In fact, SSCC never sent an invoice to ECCI for $305,765.

118. The second false claim made by ECCI was that it had received invoices totaling $1,470,754 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116.

119. In fact, SSCC had sent invoices totaling $1,245,187 to ECCI by the date of the November 11, 2013 Payment Certificate, which is Exhibit 11.

120. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10); and

e. $278,020 on October 21, 2013 (*See* Ex. 12).

121. ECCI cumulatively overstated the amount it had been billed by $225,567.

122. The third false claim was that ECCI had paid SSCC $1,164,988. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 11.

123. In fact, ECCI had only paid SSCC $436,730 as of the date of the Payment Certificate.

124. The fourth false claim was that ECCI had deducted $58,876 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date). *See* Ex. 11.

125. In fact, ECCI had deducted $808,457 from SSCC's earnings in total to date.

126. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

127. In fact, ECCI had no intent to make timely payment to SSCC.

128. ECCI never made a timely payment to SSCC.

129. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on December 12, 2013

130. On December 12, 2013, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $2,086,209. *See* Ex. 13 (highlighting false claims).

131. The first false claim was that ECCI had received an invoice from SSCC for $648,812. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

132. In fact, SSCC never sent an invoice to ECCI for $648,812.

133. The second false claim made by ECCI was that it had received invoices totaling $2,119,566 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131.

134. In fact, SSCC had only sent invoices totaling $1,550,952 to ECCI by the date of the December 12, 2013 Payment Certificate, which is Exhibit 13.

135. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12); and

f. $305,765 on November 24, 2013 (*See* Ex. 14).

136. ECCI cumulatively overstated the amount it had been billed by $568,614. *See supra* ¶¶ 133-34.

137. The third false claim was that ECCI had paid SSCC $1,470,754. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 13.

138. In fact, ECCI had only paid SSCC $753,166 as of the date of the Payment Certificate.

139. The fourth false claim was that ECCI had deducted $203,631 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)."

140. In fact, ECCI had deducted $797,786 from SSCC's earnings in total to date.

141. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code."

142. In fact, ECCI had no intent to make timely payment to SSCC.

143. ECCI never made a timely payment to SSCC.

144. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on January 18, 2014

145. On January 18, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $2,221,775. *See* Ex. 15 (highlighting false claims).

146. The first false claim was that ECCI had not received an invoice from SSCC since the last Payment Certificate. ECCI included "$0.00" in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

147. In fact, SSCC sent two invoices to ECCI on January 1, 2014: the first for $660,271 (*See* Ex. 16); and the second for $202,374 (*See* Ex. 17).

148. The second false claim made by ECCI was that it had received invoices totaling $2,119,566 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146.

149. In fact, SSCC had sent invoices totaling $2,413,597 to ECCI by the date of the January 18, 2014 Payment Certificate, which is Exhibit 15.

150. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16); and

h. $202,374 on January 1, 2014 (*See* Ex. 17).

151. The third false claim was that ECCI had paid SSCC $2,119,565. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 15.

152. In fact, ECCI had only paid SSCC $1,237,708 as of the date of the Payment Certificate.

153. The fourth false claim was that ECCI had deducted $203,631 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

154. In fact, ECCI had deducted $1,175,889 from SSCC's earnings in total to date.

155. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

156. In fact, ECCI had no intent to make timely payment to SSCC.

157. ECCI never made a timely payment to SSCC.

158. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on February 16, 2014

159. On February 16, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,111,627. *See* Ex. 18 (highlighting false claims).

160. The first false claim was that ECCI had received an invoice from SSCC for $644,767. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

161. In fact, SSCC never sent an invoice to ECCI for $644,767.

162. The second false claim made by ECCI was that it had received invoices totaling $2,764,333 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160.

163. In fact, SSCC had only sent invoices totaling $2,413,597 to ECCI by the date the February 16, 2014 Payment Certificate, which is Exhibit 10.

164. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16); and

h. $202,374 on January 1, 2014 (*See* Ex. 17).

165. The third false claim was that ECCI had paid SSCC $2,131,025. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 18.

166. In fact, ECCI had only paid SSCC $1,785,733 as of the date of the Payment Certificate.

167. The fourth false claim was that ECCI had deducted $302,672 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

168. In fact, ECCI had deducted $627,864 from SSCC's earnings in total to date.

169. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

170. In fact, ECCI had no intent to make timely payment to SSCC.

171. ECCI never made a timely payment to SSCC.

172. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on March 15, 2014

173. On March 15, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,390,358. *See* Ex. 19 (highlighting false claims).

174. The first false claim was that ECCI had received an invoice from SSCC for $754,166. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

175. In fact, SSCC never sent an invoice to ECCI for $754,166.

176. The second false claim made by ECCI was that it had received invoices totaling $3,518,499 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174.

177. In fact, SSCC had only sent invoices totaling $2,799,014 to ECCI by the date the March 15, 2014 Payment Certificate, which is Exhibit 19.

178. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16);

h. $202,374 on January 1, 2014 (*See* Ex. 17); and.

i. $385,417 on February 19, 2014 (*See* Ex. 20).

179. The third false claim was that ECCI had paid SSCC $2,333,399. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 19.

180. In fact, ECCI had only paid SSCC $1,785,733 as of the date of the Payment Certificate.

181. The fourth false claim was that ECCI had deducted $505,046 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

182. In fact, ECCI had deducted $1,013,281 from SSCC's earnings in total to date.

183. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

184. In fact, ECCI had no intent to make timely payment to SSCC.

185. ECCI never made a timely payment to SSCC.

186. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on April 18, 2014

187. On April 18, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $2,605,459. *See* Ex. 21 (highlighting false claims).

188. The first false claim was that ECCI had received an invoice from SSCC for $1,169,405. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

189. In fact, SSCC never sent an invoice to ECCI for $1,169,405.

190. The second false claim made by ECCI was that it had received invoices totaling $4,687,904 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174, 188.

191. In fact, SSCC had sent invoices totaling $3,351,361 to ECCI by the date of the April 18, 2014 Payment Certificate, which is Exhibit 21.

192. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16);

h. $202,374 on January 1, 2014 (*See* Ex. 17);

i. $385,417 on February 19, 2014 (*See* Ex. 20) and

j. $552,347 on March 22, 2014 (*See* Ex. 22).

193. The third false claim was that ECCI had paid SSCC $3,087,564. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 21.

194. In fact, ECCI had only paid SSCC $1,963,822 as of the date of the Payment Certificate.

195. The fourth false claim was that ECCI had deducted $322,909 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

196. In fact, ECCI had deducted $1,387,539 from SSCC's earnings in total to date.

197. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

198. In fact, ECCI had no intent to make timely payment to SSCC.

199. ECCI never made a timely payment to SSCC.

200. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on May 19, 2014

201. On May 19, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,994,755. *See* Ex. 23 (highlighting false claims).

202. The first false claim was that ECCI had received an invoice from SSCC for $1,380,529. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

203. In fact, SSCC never sent an invoice to ECCI for $1,380,529.

204. The second false claim made by ECCI was that it had received invoices totaling $6,068,433 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174, 188, 202.

205. In fact, SSCC had only sent invoices totaling $3,578,977 to ECCI by the date of the May 19, 2014 Payment Certificate, which is Exhibit 23.

206. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16);

h. $202,374 on January 1, 2014 (*See* Ex. 17);

i. $385,417 on February 19, 2014 (*See* Ex. 20);

j. $552,347 on March 22, 2014 (*See* Ex. 22); and

k. $227,616 on May 1, 2014 (*See* Ex. 24).

207. The third false claim was that ECCI had paid SSCC $2,357,365. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 23.

208. In fact, ECCI had only paid SSCC $2,302,989 as of the date of the Payment Certificate.

209. The fourth false claim was that ECCI had deducted $361,451 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

210. In fact, ECCI had deducted $1,275,988 from SSCC's earnings in total to date.

211. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

212. In fact, ECCI had no intent to make timely payment to SSCC.

213. ECCI never made a timely payment to SSCC.

214. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on June 20, 2014

215. On June 20, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,116,815. *See* Ex. 25 (highlighting false claims).

216. The first false claim was that ECCI had received an invoice from SSCC for $1,422,887. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

217. In fact, SSCC never sent an invoice to ECCI for $1,422,887.

218. The second false claim made by ECCI was that it had received invoices totaling $7,491,320 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174, 188, 202, 216.

219. In fact, SSCC had only sent invoices totaling $4,332,935 to ECCI by the date of the June 20, 2014 Payment Certificate, which is Exhibit 25.

220. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16);

h. $202,374 on January 1, 2014 (*See* Ex. 17);

i. $385,417 on February 19, 2014 (*See* Ex. 20);

j. $552,347 on March 22, 2014 (*See* Ex. 22);

k. $227,616 on May 1, 2014 (*See* Ex. 24); and

l. $753,958 on June 10, 2014 (*See* Ex. 26).

221. The third false claim was that ECCI had paid SSCC $3,059,332. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 25.

222. In fact, ECCI had only paid SSCC $2,789,055 as of the date of the Payment Certificate.

223. The fourth false claim was that ECCI had deducted $439,447 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

224. In fact, ECCI had deducted $1,543,880 from SSCC's earnings in total to date.

225. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

226. In fact, ECCI had no intent to make timely payment to SSCC.

227. ECCI never made a timely payment to SSCC.

228. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECCI Made Five False Claims on July 19, 2014

229. On July 19, 2014, ECCI made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $ 1,043,883. *See* Ex. 27 (highlighting false claims).

230. The first false claim was that ECCI had received an invoice from SSCC for $1,458,887. ECCI included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

231. In fact, SSCC never sent an invoice to ECCI for $1,458,887.

232. The second false claim made by ECCI was that it had received invoices totaling $8,950,207 from SSCC. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174, 188, 202, 216, 230.

233. In fact, SSCC had only sent invoices totaling $4,746,958 to ECCI by the date of the July 19, 2014 Payment Certificate, which is Exhibit 27.

234. The amounts and dates of those invoices were:

a. $339,636 on June 22, 2013 (*See* Ex. 4);

b. $246,281 on July 11, 2013 (*See* Ex. 6);

c. $235,503 on September 17, 2013 (*See* Ex. 9);

d. $145,747 on September 17, 2013 (*See* Ex. 10);

e. $278,020 on October 21, 2013 (*See* Ex. 12);

f. $305,765 on November 24, 2013 (*See* Ex. 14);

g. $660,271 on January 1, 2014 (*See* Ex. 16);

h. $202,374 on January 1, 2014 (*See* Ex. 17);

i. $385,417 on February 19, 2014 (*See* Ex. 20);

j. $552,347 on March 22, 2014 (*See* Ex. 22);

k. $227,616 on May 1, 2014 (*See* Ex. 24);

l. $753,958 on June 10, 2014 (*See* Ex. 26); and

m. $414,023 on June 29, 2014 (*See* Ex. 28).

235. The third false claim was that ECCI had paid SSCC $3,059,332. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 27.

236. In fact, ECCI had only paid SSCC $2,989,357 as of the date of the Payment Certificate.

237. The fourth false claim was that ECCI had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

238. In fact, ECCI had deducted $1,757,601 from SSCC's earnings in total to date.

239. The fifth false claim made by ECCI was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

240. In fact, ECCI had no intent to make timely payment to SSCC.

241. ECCI never made a timely payment to SSCC.

242. ECCI's payments to SSCC were between 40 and 204 days late. On average ECCI's 15 payments to SSCC were 87 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Three False Claims on June 16, 2013

243. On June 16, 2013, ECC-C made three false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $816,589. *See* Ex. 29 (highlighting false claims).

244. The first false claim was that ECC-C had received an invoice from SSCC for $69,000. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

245. In fact, SSCC never sent an invoice to ECC-C for $69,000. SSCC did not send its first invoice to ECC-C until August 13, 2013, almost two months after ECC-C made this false claim.

246. The second false claim made by ECC-C was that it had received invoices totaling $69,000 from SSCC.

247. In fact, SSCC had not sent any invoices to ECC-C by the date of the June 16, 2013 Payment Certificate, which is Exhibit 29.

248. The third false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code."

249. In fact, ECC-C had no intent to make timely payment to SSCC.

250. ECC-C never made a timely payment to SSCC.

251. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Four False Claims on July 16, 2013

252. On July 16, 2013, ECC-C made four false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $407,649. *See* Ex. 30 (highlighting false claims).

253. The first false claim was that ECC-C had received an invoice from SSCC for $470,882. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

254. In fact, SSCC never sent an invoice to ECC-C for $470,882. SSCC did not send its first invoice to ECC-C until August 13, 2013, almost one month after ECC-C made this false claim.

255. The second false claim made by ECC-C was that it had received invoices totaling $539,882 from SSCC. *See supra* ¶¶ 244, 253.

256. In fact, SSCC had not sent any invoices to ECC-C by the date of the July 15, 2013 Payment Certificate, which is Exhibit 30.

257. The third false claim was that ECC-C had paid SSCC $69,000. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 30.

258. In fact, ECC-C did not pay SSCC anything as of the date of the July 15, 2013 Payment Certificate.

259. The fourth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code."

260. In fact, ECC-C had no intent to make timely payment to SSCC.

261. ECC-C never made a timely payment to SSCC.

262. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on August 21, 2013

263. On August 21, 2013, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $289,362. *See* Ex. 31 (highlighting false claims).

264. The first false claim was that ECC-C had received an invoice from SSCC for $120,000. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

265. In fact, SSCC never sent an invoice to ECC-C for $120,000.

266. The second false claim made by ECC-C was that it had received invoices totaling $659,882 from SSCC. *See supra* ¶¶ 244, 253, 264.

267. In fact, SSCC only sent invoices totaling $526,914 (*See* Ex. 32 and 34) to ECC-C by the date of the August 19, 2013 Payment Certificate, which is Exhibit 31.

268. The third false claim was that ECC-C had paid SSCC $378,814. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 31.

269. In fact, ECC-C had not paid SSCC anything as of the date of the Payment Certificate.

270. The fourth false claim was that ECC-C had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

271. In fact, ECC-C had deducted $526,914 from SSCC's earnings in total to date.

272. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

273. In fact, ECC-C had no intent to make timely payment to SSCC.

274. ECC-C never made a timely payment to SSCC.

275. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on September 12, 2013

276. On September 12, 2013, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,008,986. *See* Ex. 33 (highlighting false claims).

277. The first false claim was that ECC-C had received an invoice from SSCC for $195,363. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

278. In fact, SSCC never sent an invoice to ECC-C for $195,363.

279. The second false claim made by ECC-C was that it had received invoices totaling $855,245 from SSCC. *See supra* ¶¶ 244, 253, 264, 277.

280. In fact, SSCC had only sent invoices totaling $526,914 to ECC-C by the date of the September 12, 2013 Payment Certificate, which is Exhibit 33.

281. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32); and

b. $148,100 on August 15, 2013 (*See* Ex. 34).

282. The third false claim was that ECC-C had paid SSCC $528,867. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 33.

283. In fact, ECC-C had not paid SSCC anything as of the date of the Payment Certificate.

284. The fourth false claim was that ECC-C had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

285. In fact, ECC-C had deducted $526,914 from SSCC's earnings in total to date.

286. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

287. In fact, ECC-C had no intent to make timely payment to SSCC.

288. ECC-C never made a timely payment to SSCC.

289. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on October 17, 2013

290. On October 17, 2013, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,187,014. *See* Ex. 35 (highlighting false claims).

291. The first false claim was that ECC-C had received an invoice from SSCC for $604,648. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

292. In fact, SSCC never sent an invoice to ECC-C for $604,648.

293. The second false claim made by ECC-C was that it had received invoices totaling $1,459,893 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291.

294. In fact, SSCC had only sent invoices totaling $754,090 to ECC-C by the date of Exhibit 34, which is the October 17, 2013 Payment Certificate.

295. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34); and

c. $227,176 on September 18, 2013 (*See* Ex. 36).

296. The third false claim was that ECC-C had paid SSCC $701,398. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 35.

297. In fact, ECC-C had only paid SSCC $463,584 as of the date of the October 17, 2013 Payment Certificate, which is Exhibit 35.

298. The fourth false claim was that ECC-C had deducted $52,691 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

299. In fact, ECC-C had deducted $290,506 from SSCC's earnings in total to date.

300. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

301. In fact, ECC-C had no intent to make timely payment to SSCC.

302. ECC-C never made a timely payment to SSCC.

303. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on November 13, 2013

304. On November 13, 2013, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,649,845. *See* Ex. 37 (highlighting false claims).

305. The first false claim was that ECC-C had received an invoice from SSCC for $544,738. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

306. In fact, SSCC never sent an invoice to ECC-C for $544,738.

307. The second false claim made by ECC-C was that it had received invoices totaling $2,004,631 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305.

308. In fact, SSCC had only sent invoices totaling $1,394,708 to ECC-C by the date of the November 13, 2013 Payment Certificate, which is Exhibit 37.

309. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36); and

d. $640,618 on October 14, 2013 (*See* Ex. 38).

310. The third false claim was that ECC-C had paid SSCC $1,255,237. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 37.

311. In fact, ECC-C had only paid SSCC $663,499 as of the date of the Payment Certificate.

312. The fourth false claim was that ECC-C had deducted $75,409 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

313. In fact, ECC-C had deducted $731,209 from SSCC's earnings in total to date.

314. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

315. In fact, ECC-C had no intent to make timely payment to SSCC.

316. ECC-C never made a timely payment to SSCC.

317. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on December 17, 2013

318. On December 17, 2013, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $2,596,913. *See* Ex. 39 (highlighting false claims).

319. The first false claim was that ECC-C had received an invoice from SSCC for $2,084,722. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

320. In fact, SSCC never sent an invoice to ECC-C for $2,084,722.

321. The second false claim made by ECC-C was that it had received invoices totaling $4,089,353 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319.

322. In fact, SSCC had only sent invoices totaling $2,055,958 to ECC-C by the date of the December 17, 2013 Payment Certificate, which is Exhibit 39.

323. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38); and

e. $661,250 on November 20, 2013 (*See* Ex. 40).

324. The third false claim was that ECC-C had paid SSCC $678,681. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 39.

325. In fact, ECC-C had only paid SSCC $663,499 as of the date of the Payment Certificate.

326. The fourth false claim was that ECC-C had deducted $75,409 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

327. In fact, ECC-C had deducted $1,392,459 from SSCC's earnings in total to date.

328. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

329. In fact, ECC-C had no intent to make timely payment to SSCC.

330. ECC-C never made a timely payment to SSCC.

331. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on January 16, 2014

332. On January 16, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,220,065. *See* Ex. 41 (highlighting false claims).

333. The first false claim was that ECC-C had received an invoice from SSCC for $2,006,122. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)."

334. In fact, SSCC never sent an invoice to ECC-C for $2,006,122.

335. The second false claim made by ECC-C was that it had received invoices totaling $6,095,475 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333.

336. In fact, SSCC had only sent invoices totaling $3,022,282 to ECC-C by the date of the January 16, 2014 Payment Certificate, which is Exhibit 41.

337. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40); and

f. $966,324 on December 24, 2013 (*See* Ex. 42).

338. The third false claim was that ECC-C had paid SSCC $1,255,237. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 41.

339. In fact, ECC-C had only paid SSCC $1,227,242 as of the date of the Payment Certificate.

340. The fourth false claim was that ECC-C had deducted $139,471 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

341. In fact, ECC-C had deducted $1,795,039 from SSCC's earnings in total to date.

342. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

343. In fact, ECC-C had no intent to make timely payment to SSCC.

344. ECC-C never made a timely payment to SSCC.

345. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on February 16, 2014

346. On February 16, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $897,993. *See* Ex. 43 (highlighting false claims).

347. The first false claim was that ECC-C had received an invoice from SSCC for $1,027,381. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

348. In fact, SSCC never sent an invoice to ECC-C for $1,027,381.

349. The second false claim made by ECC-C was that it had received invoices totaling $7,122,856 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347.

350. In fact, SSCC had only sent invoices totaling $3,516,199 to ECC-C by the date of the February 16, 2014 Payment Certificate, which is Exhibit 43.

351. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42); and

g. $493,917 on January 22, 2014 (*See* Ex. 44).

352. The third false claim was that ECC-C had paid SSCC $2,720,054. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 43.

353. In fact, ECC-C had only paid SSCC $2,659,508 as of the date of the Payment Certificate.

354. The fourth false claim was that ECC-C had deducted $302,228 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

355. In fact, ECC-C had deducted $856,691 from SSCC's earnings in total to date.

356. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

357. In fact, ECC-C had no intent to make timely payment to SSCC.

358. ECC-C never made a timely payment to SSCC.

359. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on March 17, 2014

360. On March 17, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,123,042. *See* Ex. 45 (highlighting false claims).

361. The first false claim was that ECC-C had received an invoice from SSCC for $1,102,322. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

362. In fact, SSCC never sent an invoice to ECC-C for $1,102,322.

363. The second false claim made by ECC-C was that it had received invoices totaling $8,225,178 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361.

364. In fact, SSCC had only sent invoices totaling $4,117,750 to ECC-C by the date of the March 17, 2014 Payment Certificate, which is Exhibit 45.

365. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $996,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44); and

h. $601,551 on February 20, 2014 (*See* Ex. 46).

366. The third false claim was that ECC-C had paid SSCC $3,164,579. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 45.

367. In fact, ECC-C had only paid SSCC $3,094,154 as of the date of the Payment Certificate.

368. The fourth false claim was that ECC-C had deducted $351,620 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

369. In fact, ECC-C had deducted $1,023,596 from SSCC's earnings in total to date.

370. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

371. In fact, ECC-C had no intent to make timely payment to SSCC.

372. ECC-C never made a timely payment to SSCC.

373. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on April 17, 2014

374. On April 17, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $649,445. *See* Ex. 47 (highlighting false claims).

375. The first false claim was that ECC-C had received an invoice from SSCC for $1,684,884. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

376. In fact, SSCC never sent an invoice to ECC-C for $1,684,884.

377. The second false claim made by ECC-C was that it had received invoices totaling $9,910,062 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375.

378. In fact, SSCC had only sent invoices totaling $4,961,851 to ECC-C by the date of the April 17, 2014 Payment Certificate, which is Exhibit 47.

379. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46); and

i. $844,101 on March 19, 2014 (*See* Ex. 48).

380. The third false claim was that ECC-C had paid SSCC $3,384,409. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 47.

381. In fact, ECC-C had only paid SSCC $3,094,154 as of the date of the Payment Certificate.

382. The fourth false claim was that ECC-C had deducted $351,620 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

383. In fact, ECC-C had deducted $1,867,697 from SSCC's earnings in total to date.

384. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

385. In fact, ECC-C had no intent to make timely payment to SSCC.

386. ECC-C never made a timely payment to SSCC.

387. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on May 19, 2014

388. On May 19, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $1,525,720. *See* Ex. 49 (highlighting false claims).

389. The first false claim was that ECC-C had received an invoice from SSCC for $1,850,772. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

390. In fact, SSCC never sent an invoice to ECC-C for $1,850,772.

391. The second false claim made by ECC-C was that it had received invoices totaling $11,760,834 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389.

392. In fact, SSCC had only sent invoices totaling $5,357,358 to ECC-C by the date of the May 19, 2014 Payment Certificate, which is Exhibit 49.

393. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46);

i. $844,101 on March 19, 2014 (*See* Ex. 48); and

j. $395,507 on May 1, 2014 (*See* Ex. 50).

394. The third false claim was that ECC-C had paid SSCC $3,705,974. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 49.

395. In fact, ECC-C had only paid SSCC $3,623,519 as of the date of the Payment Certificate.

396. The fourth false claim was that ECC-C had deducted $411,775 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

397. In fact, ECC-C had deducted $1,733,839 from SSCC's earnings in total to date.

398. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

399. In fact, ECC-C had no intent to make timely payment to SSCC.

400. ECC-C never made a timely payment to SSCC.

401. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on June 16, 2014

402. On June 16, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $441,879. *See* Ex. 51 (highlighting false claims).

403. The first false claim was that ECC-C had received an invoice from SSCC for $1,275,785. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

404. In fact, SSCC never sent an invoice to ECC-C for $1,275,785.

405. The second false claim made by ECC-C was that it had received invoices totaling $13,036,619 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389, 403.

406. In fact, SSCC had only sent invoices totaling $6,217,781 to ECC-C by the date of the June 16, 2014 Payment Certificate, which is Exhibit 51.

407. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46);

i. $844,101 on March 19, 2014 (*See* Ex. 48);

j. $395,507 on May 1, 2014 (*See* Ex. 50); and

k. $860,423 on May 29, 2014 (*See* Ex. 52).

408. The third false claim was that ECC-C had paid SSCC $4,465,666. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 51.

409. In fact, ECC-C had only paid SSCC $3,623,519 as of the date of the Payment Certificate.

410. The fourth false claim was that ECC-C had deducted $496,185 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

411. In fact, ECC-C had deducted $2,594,262 from SSCC's earnings in total to date.

412. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

413. In fact, ECC-C had no intent to make timely payment to SSCC.

414. ECC-C never made a timely payment to SSCC.

415. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on July 20, 2014

416. On July 20, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $322,951. *See* Ex. 53 (highlighting false claims).

417. The first false claim was that ECC-C had received an invoice from SSCC for $1,139,544. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

418. In fact, SSCC never sent an invoice to ECC-C for $1,139,544.

419. The second false claim made by ECC-C was that it had received invoices totaling $14,176,163 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389, 403, 417.

420. In fact, SSCC had only sent invoices totaling $6,392,899 to ECC-C by the date of the July 20, 2014 Payment Certificate, which is Exhibit 53.

421. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46);

i. $844,101 on March 19, 2014 (*See* Ex. 48);

j. $395,507 on May 1, 2014 (*See* Ex. 50);

k. $860,423 on May 29, 2014 (*See* Ex. 52); and

l. $175,118 on June 29, 2014 (*See* Ex. 54).

422. The third false claim was that ECC-C had paid SSCC $4,821,622. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 53.

423. In fact, ECC-C had only paid SSCC $3,971,454 as of the date of the Payment Certificate.

424. The fourth false claim was that ECC-C had deducted $535,736 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

425. In fact, ECC-C had deducted $2,421,445 from SSCC's earnings in total to date.

426. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

427. In fact, ECC-C had no intent to make timely payment to SSCC.

428. ECC-C never made a timely payment to SSCC.

429. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on August 18, 2014

430. On August 18, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $933,408. *See* Ex. 55 (highlighting false claims).

431. The first false claim was that ECC-C had received an invoice from SSCC for $665,376. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

432. In fact, SSCC never sent an invoice to ECC-C for $665,376.

433. The second false claim made by ECC-C was that it had received invoices totaling $14,841,539 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389, 403, 417, 431.

434. In fact, SSCC had only sent invoices totaling $6,513,246 to ECC-C by the date of the August 18, 2014 Payment Certificate, which is Exhibit 55.

435. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46);

i. $844,101 on March 19, 2014 (*See* Ex. 48);

j. $395,507 on May 1, 2014 (*See* Ex. 50);

k. $860,423 on May 29, 2014 (*See* Ex. 52);

l. $175,118 on June 29, 2014 (*See* Ex. 54); and

m. $120,347 on August 18, 2014 (*See* Ex. 56).

436. The third false claim was that ECC-C had paid SSCC $4,979,228. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 55.

437. In fact, ECC-C had only paid SSCC $4,868,332 as of the date of the Payment Certificate.

438. The fourth false claim was that ECC-C had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

439. In fact, ECC-C had deducted $1,644,914 from SSCC's earnings in total to date.

440. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

441. In fact, ECC-C had no intent to make timely payment to SSCC.

442. ECC-C never made a timely payment to SSCC.

443. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

ECC-C Made Five False Claims on September 18, 2014

444. On September 18, 2014, ECC-C made five false claims in its Payment Certificate to induce the Contracting Officer to approve payment of $14,864. *See* Ex. 57 (highlighting false claims).

445. The first false claim was that ECC-C had received an invoice from SSCC for $734,477. ECC-C included that amount in Column (12) of the Payment Certificate as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

446. In fact, SSCC never sent an invoice to ECC-C for $734,477.

447. The second false claim made by ECC-C was that it had received invoices totaling $15,576,016 from SSCC. *See supra* ¶¶ 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389, 403, 417, 431, 445.

448. In fact, SSCC had sent invoices totaling $7,127,377 to ECC-C by the date of the September 18, 2014 Payment Certificate, which is Exhibit 57.

449. The amounts and dates of those invoices were:

a. $378,814 on July 13, 2013 (*See* Ex. 32);

b. $148,100 on August 15, 2013 (*See* Ex. 34);

c. $227,176 on September 18, 2013 (*See* Ex. 36);

d. $640,618 on October 14, 2013 (*See* Ex. 38);

e. $661,250 on November 20, 2013 (*See* Ex. 40);

f. $966,324 on December 24, 2013 (*See* Ex. 42);

g. $493,917 on January 22, 2014 (*See* Ex. 44);

h. $601,551 on February 20, 2014 (*See* Ex. 46);

i. $844,101 on March 19, 2014 (*See* Ex. 48);

j. $395,507 on May 1, 2014 (*See* Ex. 50);

k. $860,423 on May 29, 2014 (*See* Ex. 52);

l. $175,118 on June 29, 2014 (*See* Ex. 54);

m. $120,347 on August 18, 2014 (*See* Ex. 56); and

n. $614,131 on August 23, 2014 (*See* Ex. 58).

450. The third false claim was that ECC-C had paid SSCC $5,753,609. This false claim was made in Column (11) of the Payment Certificate as "Previous Subcontractor Payments (Excluding Deductions)." *See* Ex. 57.

451. In fact, ECC-C had only paid SSCC $5,625,505 as of the date of the Payment Certificate.

452. The fourth false claim was that ECC-C had deducted $0 from SSCC earnings. This false claim was made in Column (13) of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)." *See id.*

453. In fact, ECC-C had deducted $1,501,872 from SSCC's earnings in total to date.

454. The fifth false claim made by ECC-C was that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code." *See id.*

455. In fact, ECC-C had no intent to make timely payment to SSCC.

456. ECC-C never made a timely payment to SSCC.

457. ECC-C's payments to SSCC were between 117 and 170 days late. On average ECC-C's 15 payments to SSCC were 140 days late. This does not include the approximately $4,500,000 currently due, which is over two years late.

Damages to the Government

458. On or about July 5, 2014, ECCI completed its work on the Camp Commando, Phase 3 project.

459. On or about August 22, 2014, ECC-C completed its work on the Depot 0 Warehouse project.

460. By the end of August 2014, both of the projects were deemed completed and accepted by ACE.

461. ECCI and ECC-C had received full payment from ACE by September 1, 2014.

462. There are no disputes between SSCC and ECCI and ECC-C with respect to quality of the work performed on the subject projects and no justification for ECCI's and ECC-C's failure and refusal to pay SSCC the amount due for its work on the projects.

463. In total, Defendants, either directly or through their agents, falsely and knowingly certified that they were entitled to reimbursement from the ACE for over $4,500,000 that ECCI and ECC-C had not paid to SSCC.

ACE Contracting Officer Demands Reimbursement

464. In January 2015, SSCC informed the ACE Contracting Officer that ECCI and ECC-C had falsely certified that they had paid SSCC in full.

465. The ACE Contracting Officer investigated the claims made by SSCC and concluded the claims had merit.

466. On April 25, 2015, the ACE Contracting Officer gave ECCI and ECC-C notice of the allegations and demanded reimbursement of approximately $4,500,000.

467. In the Contracting Officer's April 25, 2015 Notice, ECCI and ECC-C were advised to either contest the claim or arrange to reimburse the government for the overpayments.

468. ECCI and ECC-C did not contest the claims.

469. ECC (on behalf of ECCI and ECC-C) requested that the government defer collection because of the companies' poor financial condition.

Defendants' Continued Work and Failure to Pay Relator

470. Presently ECC, ECCI, and ECC-C are performing work for ACE on other U.S. government contracts including projects in Germany and Bahrein.

471. From at least March 2015 to present, ECC, ECCI and ECC-C have received monthly payments from ACE in excess of $5,000,000 month.

480. For instance, upon information and belief, the ECC-C bank account has been dormant for almost two years. All payments that should have been made to ECC-C were made to ECC.

481. As another example, in the first 10 months of 2015, over $25 million was transferred from ECC.

482. This scheme reflects the same practice it maintained during the May 2013-September 2014 contract period as described more fully above.

483. Thus, because any payment received by an LLC, such as ECCI or ECC-C, is automatically transferred to ECC, the LLCs with whom Relators contracted, as reflected in the 31 Payment Certificates in this case, lacked the ability to pay Relators.

484. As such, from May 15, 2013 until September 18, 2014, Defendants made misrepresentations and material omissions to Relators as to the same.

485. In doing so, upon information and belief, Defendants acted with the intention to mislead and deceive Relators and fraudulent induce Relators to continue providing their subcontract services as contractually agreed in March 20, 2013.

COUNT I: OVERSTATEMENTS OF AMOUNT SSCC BILLED IN INDIVIDUAL INVOICES

31 claims in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*

486. Relators hereby incorporate paragraphs 1-485 above as if fully set forth herein.

487. Based on the foregoing, Defendants, on 31 occasions between May 15, 2013 and September 18, 2014, made overstatements of the amount SSCC billed in its individual invoices. *See supra* ¶¶ 34, 43, 55, 70, 86, 101, 116, 131, 146, 160, 174, 188, 202, 216, 230, 244, 253, 264, 277, 291, 305, 319, 333, 347, 361, 375, 389, 403, 417, 431, 445.

472. SSCC took a judgment against ECCI and ECC-C on October 23, 2015, for over $4,500,000 million and other relief.

473. ECCI and ECC-C did not contest the amount that was due to SSCC on their contracts. *See* Ex. 35.

474. To date ECC has paid $500,000 to SSCC in partial satisfaction of the judgment against ECC-C but has refused to make any further payment.

475. SSCC's efforts to garnish the bank accounts of ECCI and ECC-C to satisfy the judgment have been largely unavailing, as ECCI and ECC-C have depleted and closed their bank accounts and have directed the ACE to transmit all payments for ECCI's and ECC-C's work to ECC.

476. ECC, ECCI, and ECC-C have refused to pay SSCC the amount due on the judgment despite the fact that they certified to ACE that all money due SSCC had been paid and despite the fact that ECCI and ECC-C currently have substantial receivables from other U.S. and non-U.S. government contracts.

Defendant ECCI and ECC-Cs' Inability to Pay Relators

477. Upon information and belief, ECC is the only member of approximately 30 limited liability corporations ("LLC"), such as ECCI and ECC-C.

478. Upon information and belief, ECC and its subsidiary LLCs owe ECC's bonding company over $55 million, along with other obligations.

479. Upon information and belief, ECC and its LLCs comingle its funds in a scheme by which each payment received by and LLC is immediately transferred to ECC. Conversely, as the LLCs need money, ECC simply transfers back the amount needed.

488. Specifically, in each of the 31 instances, ECCI or ECC-C falsely claimed it had received an invoice from SSCC for a given amount, and included that amount in Column (12) of the respective Payment Certificates as a "Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)." *See id.*

489. In each such instance, claims relying on these misrepresentations would not have been paid but for Defendants' fraudulent practices.

490. Due to Defendants' wrongful acts, the United States has been damaged and is entitled to recover treble damages, civil penalties, prejudgment interest, expenses, and attorneys' fees and costs as to each of these 31 false claims.

COUNT II: OVERSTATEMENTS OF THE TOTAL AMOUNT BILLED BY SSCC
31 claims in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*

491. Relators hereby incorporate paragraphs 1-490 above as if fully set forth herein.

492. Based on the foregoing, Defendants, on 31 occasions between May 15, 2013 and September 18, 2014, made misstatements of the total amount SSCC billed in its invoices. *See supra* ¶¶ 36, 45, 58, 73, 88, 103, 118, 133, 148, 162, 176, 190, 204, 218, 232, 246, 255, 267, 279, 293, 307, 321, 335, 349, 363, 377, 391, 405, 419, 433, 447.

493. Specifically, in each of the 31 instances, ECCI or ECC-C falsely claimed it had received invoices SSCC cumulatively totaling a given amount.

494. In each such instance, claims relying on these misrepresentations would not have been paid but for Defendants' fraudulent practices.

495. Due to Because of Defendants' wrongful acts, the United States has been damaged and is entitled to recover treble damages, civil penalties, prejudgment interest, expenses, and attorneys' fees and costs as to each of these 31 false claims.

COUNT III: OVERSTATEMENTS OF THE AMOUNT PAID TO SSCC

29 claims in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*

496. Relators hereby incorporate paragraphs 1-495 above as if fully set forth herein.

497. Based on the foregoing, Defendants, on 29 occasions between May 15, 2013 and September 18, 2014, made overstatements of the amount paid to SSCC. *See supra* ¶¶ 48, 61, 77, 92, 107, 122, 137, 151, 165, 179, 193, 207, 221, 235, 257, 268, 282, 296, 310, 324, 338, 352, 366, 380, 394, 408, 422, 436, 450.

498. Specifically, in each of the 29 instances, Defendants falsely claimed it had paid SSCC a given amount, as designated in Column 11 of the respective Payment Certificates as "Previous Subcontractor Payments (Excluding Deductions)." *See id.*

499. In each such instance, claims relying on these misrepresentations would not have been paid but for Defendants' fraudulent practices.

500. Due to Defendants' wrongful acts, the United States has been damaged and is entitled to recover treble damages, civil penalties, prejudgment interest, expenses, and attorneys' fees and costs as to each of these 29 false claims.

COUNT IV: UNDERSTATEMENTS OF THE AMOUNT DEDUCTED FROM PAYMENTS EARNED BY SSCC

27 claims in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*

501. Relators hereby incorporate paragraphs 1-500 above as if fully set forth herein.

502. Based on the foregoing, Defendants, on 27 occasions between May 15, 2013 and September 18, 2014, made understatements of the amount deducted from payments earned by SSCC. *See supra* ¶¶ 63, 79, 94, 109, 124, 139, 153, 167, 181, 195, 209, 223, 237, 270, 284, 298, 312, 326, 340, 354, 368, 382, 396, 410, 424, 438, 452.

503. Specifically, in each of the 27 instances, Defendants falsely understated the amount deducted from payments earned by SSCC, as designated in Column 13 of the Payment Certificate as "Subcontractor Earnings Deducted by Contractor (Total to Date)."

504. In each such instance, claims relying on these misrepresentations would not have been paid but for Defendants' fraudulent practices.

505. Due to Defendants' wrongful acts, the United States has been damaged and is entitled to recover treble damages, civil penalties, prejudgment interest, expenses, and attorneys' fees and costs as to each of these 27 false claims.

COUNT V: FALSE CERTIFICATIONS THAT ALL SUBCONTRACTORS HAD BEEN PAID

31 claims in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*

506. Relators hereby incorporate paragraphs 1-505 above as if fully set forth herein.

507. Based on the foregoing, Defendants, on 31 occasions between May 15, 2013 and September 18, 2014, falsely certified that its subcontractors had been paid. *See supra* ¶¶ 38, 50, 65, 81, 96, 111, 126, 141, 155, 169, 183, 197, 211, 225, 239, 248, 259, 272, 286, 300, 314, 328, 342, 356, 370, 384, 398, 412, 426, 440, 454.

508. Specifically, in each of the 31 instances, Defendants filed claims for payments, despite each Payment Certificate requiring that "timely payments will be made from the proceeds of the payments covered by this certification in accordance with the subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code."

509. In each of the 31 instances, ECCI had no intent to make timely payment to SSCC.

510. In each of the 31 instances, ECCI never made a timely payment to SSCC.

511. In each such instance, claims relying on these misrepresentations would not have been paid but for Defendants' fraudulent practices.

512. Because of Defendants' wrongful acts, the United States has been damaged and is entitled to recover treble damages, civil penalties, prejudgment interest, expenses, and attorneys' fees and costs as to each of these 31 false claims.

PRAYER FOR RELIEF

WHEREFORE, United States of America *ex rel.* Roger Khoury and Sabawoon Salim Construction Company prays for the following:

A. An award of treble damages, civil penalties, prejudgment interest, expenses, attorneys' fees and costs, against Defendants, jointly and severally, in accordance with 31 U.S.C. § 3729 *et. seq.* for Defendants' violations of 31 U.S.C. § 3729(a)(1)(C); and

B. An award of such other relief, legal, or equitable, which the Court deems just and proper.

PLAINTIFF DEMANDS A JURY TRIAL

Date: April 25, 2017

Respectfully submitted,

/s/ Brian L. Whisler

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